

AARON J. MOSS (SBN 190625)
Aaron.Moss@msk.com
JOSHUA M. GELLER (SBN 295412)
Josh.Geller@msk.com
HANNAH G. SHEPHERD (SBN 347611)
Hannah.Shepherd@msk.com
MITCHELL SILBERBERG & KNUPP LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067-3120
Telephone: (310) 312-2000
Facsimile: (310) 312-3100

Attorneys for Defendant Riot Games, Inc.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARC WOLSTENHOLME,
Plaintiff,
v.
RIOT GAMES, INC.,
Defendant.

Case No. 2:25-cv-00053-FMO-BFM

Hon. Fernando M. Olguin

**RIOT GAMES, INC.'S REPLY IN
SUPPORT OF ITS MOTION FOR
PLAINTIFF TO POST COSTS
BOND**

Date: May 8, 2025
Time: 10:00 a.m.
Crtrm: 6D

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

	<u>Page</u>
MEMORANDUM OF POINTS AND AUTHORITIES.....	4
I. INTRODUCTION.....	4
II. ARGUMENT	4
III. CONCLUSION	6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

Page(s)

CASES

Aetna Life Ins. Co. v. Alla Med. Servs., Inc.,
855 F.2d 1470 (9th Cir. 1988) 4

Pittman ex rel. L.P. v. Avish P’ship,
525 F. App’x 591 (9th Cir. 2013)..... 5

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Riot Games, Inc. (“Riot”) moved for an order requiring Plaintiff Marc
4 Wolstenholme (“Wolstenholme”) to post a security bond for costs in this action in
5 the amount of \$100,000. This relief is mandatory under California law where the
6 plaintiff resides out of state, and there is a “reasonable possibility” that defendants
7 will prevail in the litigation and be entitled to recover their costs and fees.
8 Wolstenholme is a U.K. resident who is pursuing frivolous claims, and, in the
9 process, is forcing Riot to incur significant legal fees. Indeed, since Riot filed its
10 bond motion less than three weeks ago, Wolstenholme has filed three different
11 frivolous “motions for relief,” which the Court has stricken (Dkt. 88, 91, 93), some
12 of which he has now refiled as “notices” to the Court (Dkt. 96, 97, 98). These
13 harassing and baseless filings needlessly drive up the cost of litigation. A costs
14 bond is necessary to ensure that Riot will have meaningful recourse against an out-
15 of-state litigant should Riot prevail in this action.

16 **II. ARGUMENT**

17 Wolstenholme claims in his Opposition (Dkt. 85) that the bond request is
18 “punitive, unnecessary, and abusive,” but he offers no explanation or authority as
19 to why a bond should not be ordered. Instead, he claims in general terms that Riot
20 has engaged in bad faith litigation conduct; the opposite is true. The case docket
21 speaks for itself—it is Wolstenholme who is submitting incessant, frivolous filings,
22 loaded with caustic rhetoric but no substance whatsoever. The Court has already
23 been forced to strike *twenty-one* different filings from Wolstenholme, in a case that
24 is less than four months old. Dkt. 17, 20, 21, 22, 23, 24, 27, 39, 42, 43, 44, 45, 46,
25 47, 48, 49, 50, 51, 88, 91, 93. This sort of litigation conduct is sanctionable. *See*
26 *Aetna Life Ins. Co. v. Alla Med. Servs., Inc.*, 855 F.2d 1470, 1476 (9th Cir. 1988)
27 (sanctions appropriate for repetitive filing of motions).

1 But the Court does not need to find that Wolstenholme’s claims are *in fact*
2 frivolous or that he has engaged in bad faith litigation conduct before ordering a
3 bond; to the contrary, under California law a bond is mandatory whenever a
4 defendant has a “reasonable possibility” of prevailing against an out-of-state
5 plaintiff and recovering fees. *Pittman ex rel. L.P. v. Avish P’ship*, 525 F. App’x
6 591, 593 (9th Cir. 2013). As explained in Riot’s Motion (Dkt. 82), Riot far
7 surpasses this “reasonable possibility” standard.

8 Wolstenholme does not engage with the merits of his claims at all in his
9 Opposition. Dkt. 85. Instead, he asserts that Riot has not shown a reasonable
10 possibility of success because “[t]he case has already proceeded through multiple
11 procedural milestones, including the filing of a Second Amended Complaint and
12 the Courts termination of Riot’s earlier motions to dismiss.” Dkt. 85, p. 7.
13 Wolstenholme misunderstands—Riot’s previous two motions to dismiss were
14 *mooted* by his filing amended pleadings. *See* Dkt. 12, 33, 52. The Court has not
15 yet adjudicated the merits of Riot’s motion to dismiss. Wolstenholme’s failure to
16 rebut Riot’s “reasonable possibility” of success warrants granting the instant
17 motion.

18 Wolstenholme also claims, without factual support, that the bond “would
19 cause [him] prejudice, especially given the disabilities, loss of earnings because of
20 these cases and out-of-state status.” Dkt. 85, p. 6. But Wolstenholme does not
21 make any specific argument that he would be unable to pay the requested bond and
22 submits no evidence that he is indigent. *Pittman*, 525 F. App’x at 593 (affirming
23 bond order where plaintiff claimed indigence but “failed to provide bank
24 statements, tax returns, mortgage documents, valuation estimates for her car or
25 home, or any other documents besides her two declarations”). While the Court has
26 discretion to set the bond at an appropriate amount, the requested amount of
27 \$100,000 is *low* relative to the cost of this litigation to date and the anticipated
28 costs should discovery continue.

1 **III. CONCLUSION**

2 Wolstenholme has not offered any evidence or argument to rebut Riot's
3 entitlement to a cost bond. Riot respectfully requests that the Court grant its
4 motion and order Wolstenholme to post a security bond in the amount of \$100,000.
5

6 DATED: April 24, 2025

MITCHELL SILBERBERG & KNUPP LLP

7
8 By:



AARON J. MOSS (SBN 190625)
JOSHUA M. GELLER (SBN 295412)
HANNAH G. SHEPHERD (SBN 347611)
Attorneys for Defendant Riot Games, Inc.

11
12 **Certification Pursuant to Local Rule 11-6.2**

13 The undersigned, counsel of record for Defendant Riot Games, Inc., certifies
14 that this brief contains 685 words, which complies with the word limit of
15 L.R. 11-6.2.
16

17 DATED: April 24, 2025

/s/ Aaron J. Moss
Aaron J. Moss